

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: 10/4/2021
--

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
DOORDASH, INC.,

Plaintiff,

v.

CITY OF NEW YORK,

Defendant.
-----x

**STIPULATION AND
ORDER**

21 CV 07695 (AT)

WHEREAS, on September 15, 2021, Plaintiff filed a motion for a preliminary injunction, whereby it seeks “an order pursuant to Federal Rule of Civil Procedure 65 (1) enjoining preliminarily the enforcement of N.Y.C. Administrative Code § 20-847.3, which requires DoorDash to disclose certain sensitive customer data to restaurants, and (2) granting such other and further relief as the Court deems just and proper” (ECF Dkt. No. 5);

WHEREAS, as part of its motion for a preliminary injunction, Plaintiffs submitted a “[PROPOSED] ORDER GRANTING PLAINTIFF DOORDASH, INC.’S MOTION FOR PRELIMINARY INJUNCTION,” which provides for, *inter alia*, an Order enjoining Defendant City of New York “enforcing N.Y.C. Administrative Code § 20-847.3 against Plaintiff, pending this Court’s final determination on the merits of Plaintiff’s claims” (ECF Dkt. No. 5-1);

WHEREAS, in the interest of the parties and judicial economy, and without admitting any fault or liability, Defendant has agreed to Plaintiff’s requested injunction pending final determination by this Court resolving, or disposing of, this action in exchange for Plaintiff’s agreement to withdraw its motion for a preliminary injunction; and

WHEREAS, Plaintiff and Defendant (collectively, “Parties”) agree to litigate expeditiously towards a final resolution and/or disposition of this action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the Parties, as follows:

1. Plaintiff hereby withdraws its motion for a preliminary injunction (*see* ECF Dkt. Nos. 5-8);

2. Defendant and its agents will not enforce (including retroactively) the provisions of N.Y.C. Administrative Code § 20-847.3 against Plaintiff for any conduct occurring between (a) the effective date of the provisions of N.Y.C. Administrative Code § 20-847.3 and (b) sixty (60) days following final determination by this Court resolving, or disposing of, this action (the “Non-Enforcement Period”). During the Non-Enforcement Period, Defendant and its agents will not consider compliance with N.Y.C. Administrative Code § 20-847.3 in determining whether to grant any license to Plaintiff issued under subchapter 36 of chapter 2 of title 20 of the N.Y.C. Administrative Code;

3. Nothing contained herein shall be deemed (a) to be an admission by Defendant or its agents that N.Y.C. Administrative Code § 20-847.3 is, in any way, invalid or unconstitutional under United States or New York State Constitutions, or (b) to constitute a policy or practice of Defendant or its agents; and

4. This stipulation is without prejudice to either Party and the Parties hereby agree and acknowledge that this Stipulation and Order (a) does not confer “prevailing party” status to Plaintiff under 42 U.S.C. § 1988; (b) does not prevent either Party from pursuing any rights to appeal any determination by this Court, seeking a stay or injunction pending such appeal, or

seeking any other relief not specifically addressed in this stipulation; (c) may be executed in counterparts; and (d) shall be filed by Defendant.

Dated: New York, New York
October 3, 2021

GIBSON, DUNN & CRUTCHER LLP
Attorneys for Plaintiff DoorDash, Inc.

By: 

Anne Champion
200 Park Avenue, 47th Floor
New York, NY 10166-0193
Telephone: (212) 351-4000
ACHampion@gibsondunn.com

Dated: New York, New York
October 4, 2021

GEORGIA M. PESTANA

Corporation Counsel of the City of New York
Attorney for Defendant City of New York

By: 

Carlos Fernandez Ugalde Alvarez
100 Church Street, 4th Floor
New York, New York 10007
(212) 356-2208
cugalde@law.nyc.gov

SO ORDERED:



ANALISA TORRES
United States District Judge